

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT TACOMA

SKF USA INC.,	)	
	)	
	)	No.
Plaintiff,	)	
	)	
v.	)	<b>COMPLAINT</b>
	)	(Trademark Infringement;
CIRCUIT BREAKERS PLUS and	)	Counterfeiting; Unfair Competition)
MICHAEL R. CALKINS, an individual,	)	
	)	
Defendants.	)	

Plaintiff, SKF USA Inc. (“Plaintiff” or “SKF”), states the following for its complaint against defendants Circuit Breakers Plus (“CPB”) and Michael R. Calkins (“Calkins”) (collectively, “Defendants”), as follows:

1. This is an action at law and in equity for Trademark Infringement, Counterfeiting, and Unfair Competition arising under the Trademark Act of 1946, 15 U.S.C. § 1051, et seq. (1994) (“Lanham Act”) and the Common Law of the State of Washington.

2. SKF seeks equitable relief and damages pursuant to Sections 32 and 43(a) of the Lanham Act (15 U.S.C. §§ 1114 and 1125(a)), and the common law of the state of Washington. These claims arise out of the unauthorized marketing, distribution, offering for sale and sale of counterfeit SKF Bearings marked with Plaintiff’s SKF® Trademarks by Defendants.

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**THE PARTIES**

3. Plaintiff is a Delaware corporation with its principal place of business at 890 Forty Foot Road, Kulpsville, PA 19443-0332. SKF is a subsidiary of Aktiebolaget SKF, a Swedish company, and is engaged in, *inter alia*, the business of manufacturing and selling ball and roller bearings, bearing housings, seals and other related products.

4. Upon information and belief, Defendant CBP is a general partnership organized and existing under the laws of the state of California with its principal place of business at 201 Harris Avenue, #12, Sacramento, California 95838.

5. Upon information and belief, Defendant Calkins is an individual resident of the state of California, who is co-owner of Defendant CBP, who resides at 2130 Stony Bar Way, Gold River, California 95670.

**JURISDICTION AND VENUE**

6. This Court has subject matter jurisdiction over the claims in this action relating to the federal trademark counterfeiting, trademark infringement, and false designation of origin under the provisions of 28 U.S.C. § 1331, as a matter arising under the laws of the United States; under 28 U.S.C. § 1332(a), as a matter between citizens of different states, the amount in controversy exceeding the sum of \$75,000, exclusive of interest and costs; under the provisions of 28 U.S.C. § 1338(a), as a civil action arising under an Act of Congress pertaining to trademarks; under 28 U.S.C. § 1338(b), as a related claim of unfair competition; and under the provisions of the Lanham Act, 15 U.S.C. §§ 1116 and 1121. This Court has supplemental jurisdiction pursuant to 28 U.S.C. § 1367(a) over Count III as a non-federal claim arising out of facts identical to those which form the basis for the federal claims.

7. This Court has personal jurisdiction over Defendants pursuant to RCW 4.28.185(1)(b) as Defendants' counterfeiting activities in the state of Washington and within this District constitute the commission of tortious acts within the state of Washington and also pursuant to RCW 4.28.185(1)(c) as Defendants own, use, or possess real or personal

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property situated within the state of Washington, namely the shipment of counterfeit SKF Bearings currently stored at the shipping facility of C.H. Robinson, located at 1300 SE Cardinal Court, Suite 190, Vancouver, Washington.

8. Venue lies within this District upon the provisions of 28 U.S.C. § 1391(b)(2) and (c).

### **FACTUAL BACKGROUND**

#### **A. SKF and the SKF® Trademarks.**

9. Plaintiff is one of the world's leading manufacturers of ball and roller bearings, bearing housings, seals and other related products. Plaintiff advertises, markets and sells its products throughout the world under the SKF® trademark and various other trademarks incorporating the SKF® trademark.

10. Plaintiff is the owner of numerous federal trademark registrations and pending trademark applications for the SKF® trademark. Plaintiff's trademarks include the following federal trademark registrations and pending trademark application (collectively, the "SKF® Trademarks"):

<b><u>Mark</u></b>	<b><u>Registration/Serial No.</u></b>	<b><u>Registration/Filing Date</u></b>
SKF®	502840	1948
SKF®	860037	1968
SKF® & Design	2053722	1997
SKF® & Design	3370941	2008
SKF EXPLORER™	Serial No. 78/830899	Filed 2006

The SKF® Trademarks remain in full force and effect and are owned by Plaintiff.

11. SKF has used the SKF® Trademarks since as early as 1907 and obtained its first registration in 1948. Three of the SKF® Trademarks, Registration Numbers 502840, 860037 and 2053722 have become incontestable, by reason of appropriate filings under

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1 Section 15 of the Lanham Act, 15 U.S.C. § 1065, and a claim of ownership is made as to all  
2 of the SKF® Trademarks entitled to at least constructive notice in accordance with Section 22  
3 of the Lanham Act, 15 U.S.C. § 1072. Copies of the registrations and application for the  
4 SKF® Trademarks taken from the U.S. Patent and Trademark Office website are attached  
5 hereto as **Exhibit A**.

6 12. Plaintiff has continuously and extensively used, advertised and promoted the  
7 SKF® Trademarks in commerce throughout the United States and the world, and in  
8 connection with many products, including ball bearings and roller bearings (“SKF Bearings”).

9 13. Plaintiff carefully supervises, monitors and controls the quality of all  
10 SKF Bearings displaying the SKF® Trademarks to ensure that the products are of a  
11 consistently high quality.

12 14. Plaintiff has expended significant capital and has devoted substantial amounts  
13 of time and money to the production, marketing and promotion of its products bearing the  
14 SKF® Trademarks. As a result, the SKF® Trademarks are extremely valuable and constitute  
15 a valuable asset in the advertising and sale of SKF Bearings to the public.

16 15. As a consequence of Plaintiff’s continuous and extensive use, advertisement,  
17 marketing and promotion of the SKF® Trademarks and of the products bearing the  
18 SKF® Trademarks, the SKF® Trademarks are distinctive of Plaintiff’s products and have  
19 strong secondary meaning.

20 **B. Defendants’ Counterfeiting Activities.**

21 16. Upon information and belief, Defendants own the shipment of purported  
22 SKF Bearings currently located and stored at the shipping facility of C.H. Robinson, located  
23 at 1300 SE Cardinal Court, Suite 190, Vancouver, Washington (the “Counterfeit Shipment”).

24 17. Upon information and belief, on or about October 28, 2009, defendant Calkins,  
25 on behalf of his company, CBP, contacted a bearing distributor in Portland, Oregon, in an  
26 attempt to sell the Counterfeit Shipment.

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1           18.     The bearing distributor contacted by Defendant Calkins on October 28, 2009,  
2 was Royal Bearing Inc., located at 17719 NE Sandy Boulevard, Portland, Oregon ("Royal").

3           19.     Defendants arrived at the Royal facility on October 28, 2009, with a rented  
4 flatbed truck loaded with the Counterfeit Shipment, which comprised four pallets of bearings  
5 (measuring approximately ten feet square by three feet high) which weighed approximately  
6 9,000 pounds. Defendants met with a representative of Royal at this time.

7           20.     Defendants provided Royal with a written inventory report of all the parts that  
8 were included in the Counterfeit Shipment (the "Inventory"). A true and correct copy of the  
9 Inventory provided to Royal is attached hereto as **Exhibit B**.

10          21.     Upon information and belief, upon viewing the Counterfeit Shipment, the  
11 Royal representative became concerned that the products included in the  
12 Counterfeit Shipment did not appear to be packaged and shipped in the manner of authentic  
13 SKF Bearings.

14          22.     Upon information and belief, the Royal representative requested that  
15 Defendants leave the Counterfeit Shipment with Royal overnight at Royal's facility so that  
16 Royal could review the products to make a decision about whether to purchase the  
17 Counterfeit Shipment. This request was intended to provide Royal the opportunity to inspect  
18 the bearings in the Counterfeit Shipment and to alert SKF to the Counterfeit Shipment.

19          23.     Upon information and belief, Royal took several photographs of the  
20 Counterfeit Shipment, including several close-up pictures of specific bearings. These  
21 photographs were then provided to Royal's outside counsel, who subsequently provided the  
22 photographs to SKF. True and correct copies of photographs of the Counterfeit Shipment  
23 taken by Royal are attached hereto as **Exhibit C**.

24          24.     Upon information and belief, on or about October 29, 2009, a Royal  
25 representative met with Defendants to discuss whether Royal would agree to purchase the  
26

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1 Counterfeit Shipment for Defendants' asking price of \$4.00 per pound, for the total price of  
2 \$36,000.00.

3 25. Upon information and belief, the total cost for legitimate SKF Bearings for the  
4 individual parts comprising the Counterfeit Shipment, as set forth in the Inventory  
5 (**Exhibit B**), would be well in excess of \$300,000.00.

6 26. Upon information and belief, a representative of Royal informed Defendants  
7 that Royal had decided not to purchase the Counterfeit Shipment and, further, that the  
8 bearings that he had reviewed from the Counterfeit Shipment appeared to be counterfeit  
9 SKF Bearings.

10 27. Upon information and belief, Defendants stored the Counterfeit Shipment at  
11 the C.H. Robinson shipping facility in Vancouver, Washington overnight. On October 30,  
12 2009, Defendants removed the Counterfeit Shipment from the C.H. Robinson facility and had  
13 the Counterfeit Shipment prepared for shipping to a facility located in South Carolina.

14 28. After learning about the release of the Counterfeit Shipment to Defendants by  
15 C.H. Robinson, SKF contacted C.H. Robinson and requested that C.H. Robinson instruct the  
16 driver of the truck containing the Counterfeit Shipment to return to C.H. Robinson's facility  
17 in Vancouver, Washington, so that SKF could inspect the Counterfeit Shipment before it  
18 could be released into the stream of commerce. C.H. Robinson stopped the shipment of the  
19 Counterfeit Shipment and it was returned to C.H. Robinson's facility in Vancouver,  
20 Washington on October 30, 2009.

21 **C. SKF's Investigation of the Counterfeit Shipment.**

22 29. On October 29, 2009, SKF's engineering consultant, Dan Snyder  
23 ("Mr. Snyder") was asked to evaluate the photographs of the purported SKF Bearings  
24 comprising the Counterfeit Shipment (**Exhibit C**). SKF requested that Mr. Snyder inspect the  
25 photographs to determine whether the bearings depicted in the photographs were legitimate  
26 SKF Bearings.

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1           30. As part of his examination, Mr. Snyder examined all markings and identifying  
2 markers appearing on the bearings, as well as the packaging in which each bearing was  
3 shipped, along with the overall shipping materials depicted in the photographs. Mr. Snyder  
4 also cross-referenced the various bar-codes and part numbers depicted in the photographs  
5 with SKF records to determine if they accurately reflected the information contained in SKF's  
6 database.

7           31. Based on the items depicted in the photographs, Mr. Snyder could identify  
8 eight different part numbers representing four basic bearing types. In addition, the photos  
9 included UPC or bar codes for seven of the part numbers. The eight part numbers were  
10 29434E; 6206-2Z/C3; 22220EK/C3; 7212BECBM; 6005/C3; 6002-2Z/C3; 6019/C3; and  
11 6013-2Z/C3.

12           32. Mr. Snyder's investigation of the bar codes identified in the photographs  
13 established that none of the bar codes depicted in the pictures matched those used by SKF for  
14 the indicated part numbers. In fact, five of the seven bar codes depicted did not match any  
15 product in the SKF system.

16           33. The photographs of the entire shipment of bearings revealed significant faults  
17 which indicated that the shipment did not contain authentic SKF Bearings. In addition to the  
18 overall manner in which the parts were literally lumped together, the specific boxes were also  
19 not legitimate. For instance, SKF does not bulk ship product in decorated boxes, such as  
20 those shown in the photos attached hereto as **Exhibit D**. In addition, the SKF logo affixed to  
21 the boxes depicted at **Exhibit D** does not comply with SKF's trademark requirements.  
22 Finally, one of the two boxes was also marked with the following: "This package is protected  
23 against counterfeiting." SKF has never marked any boxes with such a statement.

24           34. Mr. Snyder's investigation also established that the date codes marked on the  
25 boxes in the photographs indicated, according to the legitimate SKF date-coding system, that  
26 the products depicted were produced between 2005 and 2007. Given this timeframe,

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1 Mr. Snyder was able to make several observations based on the photographs which  
2 established that the bearings in the photographs from the Counterfeit Shipment are not  
3 legitimate SKF Bearings.

4 35. For example, the bearing depicted in the photo attached hereto as **Exhibit E**  
5 purports to be an SKF bearing part number 29434E. The box depicted in this photo indicates  
6 that the bearing was “Made in germany” [sic]. In reality, the 29434E was not made in  
7 Germany during the time period indicated by the date code on the box. Additionally, the  
8 word “germany” appears with a lower case “g,” which is never permitted on authentic SKF  
9 packaging.

10 36. The bearing depicted in the photo attached hereto as **Exhibit F** purports to be  
11 an SKF bearing part number 7212BECBM. The part shown in this photo purports to be  
12 “Made in Germany” as well. However, this part number was not made by SKF in Germany  
13 during the time period indicated by the date code on the box.

14 37. The bearings depicted in the photo attached hereto as **Exhibit G** purport to be  
15 SKF bearings with part number 6005/C3. However, the information printed on these boxes is  
16 insufficient and fails to comply with SKF requirements for authentic SKF packaging, as it  
17 lacks several elements required to be marked on all legitimate SKF boxes.

18 38. Based on his review of the photographs, Mr. Snyder concluded that the  
19 products depicted in the photographs of the Counterfeit Shipment attached hereto as  
20 **Exhibit C** were not authentic SKF Bearings.

21 39. On or about October 30, 2009, SKF’s representative inspected the physical  
22 bearings and products comprising the Counterfeit Shipment at the C.H. Robinson facility  
23 located in Vancouver, Washington.

24 40. During the investigation, SKF reviewed the physical bearings, the packaging,  
25 the boxes in which the bearings were shipped, and all markings and information used thereon.  
26 In addition, the majority of the boxes in the Counterfeit Shipment also contained the marking

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1 that coincides with SKF's anti-counterfeiting taggant. To determine if the mark is authentic,  
2 SKF has a special reading device.

3 41. The SKF representative was able to use the device to read the marks on the  
4 boxes in the Counterfeit Shipment. The results for all of the boxes that had the special mark  
5 revealed that the boxes and, therefore, the bearings inside the boxes, were not authentic  
6 SKF Bearings.

7 42. Based on the inspection of the physical bearings comprising the  
8 Counterfeit Shipment, including the results from the reading device, it was concluded that the  
9 parts in the Counterfeit Shipment were not legitimate SKF Bearings.

10 43. Upon information and belief, the Counterfeit Shipment is still being held at the  
11 C.H. Robinson facility in Vancouver, Washington.

12 44. Upon information and belief, despite being made aware of the fact that the  
13 Counterfeit Shipment contained counterfeit SKF Bearings by Royal, Defendants attempted to  
14 ship the Counterfeit Shipment to a facility in South Carolina for the purpose of offering for  
15 sale, and ultimately selling, the illegitimate SKF Bearings comprising the  
16 Counterfeit Shipment in the United States and/or internationally.

17 45. Upon information and belief, Defendants knew that the bearings comprising  
18 the Counterfeit Shipment were not legitimate SKF Bearings, and offered them for sale and  
19 transported them for the purpose of selling them to customers in the United States.

20 46. SKF has never granted Defendants any right to use or any other rights to the  
21 SKF® Trademarks.

22 47. Upon information and belief, Defendants are, *inter alia*, purchasing, offering  
23 for sale, selling, distributing and marketing counterfeit SKF Bearings in the United States,  
24 which:

- 25 a. are marked with Plaintiff's SKF® Trademarks directly on the bearings;  
26 b. closely resemble the appearance of legitimate SKF Bearings;

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1 c. are packaged in boxes and containers marked with Plaintiff's  
2 SKF® Trademarks;

3 d. have inaccurate bar code numbers on the boxes housing the bearings;  
4 and

5 e. have boxes and box labels that closely resemble the design and look of  
6 boxes that house legitimate SKF Bearings.

7 48. The counterfeit SKF Bearings in the Counterfeit Shipment being offered for  
8 sale by Defendants create an aura of authenticity and demonstrate Defendants' role in a much  
9 larger, sophisticated program for the production, distribution and sale of a large volume of  
10 counterfeit SKF Bearings. This is indicated by the:

11 a. use of a branding and laser marking process to replicate the  
12 SKF® Trademarks on the bearings themselves;

13 b. use of a printing process to replicate the SKF® Trademarks on the box  
14 labels;

15 c. the use of a computer system and printing process to replicate bar code  
16 numbers on the boxes that house the bearings; and

17 d. the use of a packaging system to replicate SKF boxes and box labels.

18 49. Defendants are distributing, marketing, offering for sale and advertising  
19 counterfeit SKF Bearings as legitimate SKF Bearings. Such goods are counterfeit, and their  
20 continued sale impinges and threatens to destroy the goodwill SKF has built up over a long  
21 period of time for the sale of quality bearings as SKF has no way of ensuring the quality of  
22 the goods sold by Defendants under the SKF® Trademarks and, as such, SKF will be  
23 irreparably harmed unless Defendants are enjoined from the sale of counterfeit goods bearing  
24 Plaintiff's SKF® Trademarks.

25 50. Defendants' unauthorized use of Plaintiff's SKF® Trademarks, in connection  
26 with the sale of counterfeit SKF Bearings, constitutes the use in commerce of the

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1 reproduction, copy or colorable imitation of a registered trademark, as well as the  
2 appropriation of Plaintiff's goodwill and reputation associated with the SKF® Trademarks,  
3 which is likely to cause confusion or to cause mistake or to deceive, and is causing losses in  
4 sales of Plaintiff's genuine SKF Bearings thereby resulting in lost profits suffered by Plaintiff.

5 51. Plaintiff and the public will continue to suffer irreparable injury unless  
6 Defendants are restrained from using the SKF® Trademarks, or any similar names thereto, in  
7 connection with their counterfeit bearings.

8 52. Upon information and belief, Defendants have full knowledge of Plaintiff's  
9 exclusive and long established proprietary rights in and to the SKF® Trademarks and the  
10 strong secondary meaning which is attached to the SKF® Trademarks, but has proceeded in  
11 complete disregard of Plaintiff's rights.

12 53. Unless immediately restrained and enjoined by this Court, Defendants will  
13 continue offering for sale, selling, distributing and marketing of unlawful and unauthorized  
14 bearings branded with the SKF® Trademarks, or colorable imitations thereof, causing  
15 Plaintiff irreparable injury.

16 54. Plaintiff has no adequate remedy at law.

17 **FIRST CLAIM FOR RELIEF**

18 **(Unauthorized Use and Counterfeit of Federally Registered Trademarks**

19 **Under 15 U.S.C. § 1114(1) of the Lanham Act)**

20 55. Plaintiff realleges each of the allegations set forth in paragraphs 1 through 54  
21 above.

22 56. Defendants' use of the SKF® Trademarks on unauthorized and illegitimate  
23 counterfeit products constitutes the use in commerce of a reproduction, copy, counterfeit or  
24 colorable imitation of registered trademarks, as well as the appropriation of Plaintiff's  
25 goodwill and reputation associated with the marks, which is likely to cause confusion or to  
26

1 cause mistake or to deceive in violation of Section 32(1) of the Lanham Act, 15 U.S.C.  
2 § 1114(1).

3 57. Defendants have intentionally used Plaintiff's SKF® Trademarks knowing  
4 they are the exclusive property of Plaintiff in connection with the sale, offering for sale and  
5 distribution of a variety of goods including, but not limited to, SKF Bearings.

6 58. Defendants' use of the SKF® Trademarks confuses and is likely to confuse the  
7 purchasing public as well as others engaged in business relations with Plaintiff. Defendants'  
8 use of the SKF® Trademarks on counterfeit bearings injures the reputation, goodwill and  
9 prestige of Plaintiff and impairs the value of the SKF® Trademarks, which are uniquely  
10 associated with Plaintiff's goods, and causes other injury to Plaintiff. Plaintiff and the public  
11 will suffer irreparable injury unless Defendants are restrained from using the  
12 SKF® Trademarks.

13 59. Defendants engaged in and continue to engage in the aforementioned activities  
14 with the intent to confuse and deceive consumers into believing that Defendants and the  
15 counterfeit SKF Bearings they distribute, offer for sale and sell are in some way sponsored,  
16 affiliated or associated with Plaintiff, when in fact Defendants are not.

17 60. The foregoing acts of infringement have been and continue to be deliberate,  
18 willful and wanton, making this an exceptional case pursuant to 15 U.S.C. § 1117.

19 61. Defendants should be immediately restrained, temporarily and preliminarily  
20 enjoined and, upon final hearing, permanently enjoined from manufacturing, offering for sale,  
21 selling, distributing and marketing any bearings branded with any of the SKF® Trademarks,  
22 any colorable imitations thereof, or any other confusingly or deceptively similar marks or  
23 names pursuant to Section 34 of the Lanham Act, 15 U.S.C. § 1116.

24 62. In addition, Plaintiff is entitled to the other remedies available to it under the  
25 Lanham Act including, but not limited to, compensatory damages, treble damages, statutory  
26 damages, disgorgement of profits and/or costs and attorneys' fees.

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**SECOND CLAIM FOR RELIEF**

**(False Designation of Origin and Unfair Competition**

**Under 15 U.S.C. § 1125(a) of the Lanham Act)**

63. Plaintiff realleges each of the allegations set forth in paragraphs 1 through 62 above.

64. At all times relevant to this lawsuit, Plaintiff has imported bearings under the SKF® Trademarks and offered them for sale in interstate commerce.

65. Plaintiff's SKF® Trademarks are uniquely associated with Plaintiff's products, including legitimate SKF Bearings.

66. Defendants' activities in "passing-off" their bearings as legitimate SKF Bearings wrongly and deceptively confuses the public that the bearings are genuine and emanate from Plaintiff, all to the detriment of Plaintiff, and will continue to damage Plaintiff unless enjoined by the Court.

67. As a result of Defendants' actions, Plaintiff has lost, and will lose in the future, sales in an unknown amount due to the consumers' erroneous belief that Defendants' bearings are genuine and emanate from Plaintiff.

68. Plaintiff has been and will also continue to be injured by the fact that it has no control over the type or quality of Defendants' bearings or the promotional advertising activities utilized by Defendants.

69. Defendants' activities in "passing-off" its bearings as legitimate SKF Bearings injures the reputation, goodwill and prestige of Plaintiff, impairs the value of Plaintiff's SKF® Trademarks, which are uniquely associated with the Plaintiff's SKF Bearings, and causes other injury to Plaintiff. Plaintiff and the public will suffer irreparable injury unless Defendants are restrained from using the SKF® Trademarks.

70. Defendants' actions were and are done willfully with full knowledge of the falsity of such designations of origin and false description or representations, and with the

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1 express intent to cause confusion, mislead and deceive the purchasing public, to trade upon  
2 the high quality reputation of Plaintiff and to improperly appropriate the valuable trademark  
3 rights of Plaintiff, all to the detriment of Plaintiff.

4 71. The aforesaid acts of Defendants constitute false designation of origin and  
5 false description or representation and unfair competition, in violation of 15 U.S.C. § 1125(a)  
6 of the Lanham Act.

### 7 **THIRD CLAIM FOR RELIEF**

#### 8 **(Common Law Trademark Infringement and Unfair Competition)**

9 72. Plaintiff realleges each of the allegations set forth in paragraphs 1 through 71  
10 above.

11 73. Defendants' use and continued use of Plaintiff's SKF® Trademarks is causing,  
12 and will continue to cause, confusion or likelihood of confusion by the public and/or  
13 misunderstanding by consumers regarding the relationship of Defendants' bearings and  
14 business to Plaintiff. Defendants' use of identical trademarks as Plaintiff's  
15 SKF® Trademarks on counterfeit products erroneously misleads the public into believing that  
16 Defendants' bearings are legitimate SKF Bearings or are affiliated, sponsored or endorsed by,  
17 or otherwise connected with, Plaintiff. Defendants' continued conduct as stated constitutes  
18 trademark infringement and unfair competition in that Defendants have used, and are using,  
19 trademarks belonging to Plaintiff, in derogation of Plaintiff's common law rights in the  
20 SKF® Trademarks.

21 74. As a result of Defendants' actions, Plaintiff has lost, and will lose in the future,  
22 sales in an unknown amount due to potential purchasers believing that the bearings purchased  
23 from Defendants are those of Plaintiff, or are affiliated or sponsored by Plaintiff. Plaintiff  
24 will be further injured by the fact that it has no control over the type or quality of the bearings  
25 being sold by Defendants or advertising or promotional activities.



1 c. directly or indirectly applying to or using on bearings or using on or in  
2 connection with the manufacture, marketing, distribution, offering for sale and/or sale thereof,  
3 any infringing counterfeits, copies or colorable imitations of the SKF® Trademarks, or any  
4 marks, emblems, logos, or terms which in any way imitate or simulate any of Plaintiff's  
5 SKF® Trademarks;

6 d. engaging in any acts or activities, directly or indirectly, calculated to  
7 trade upon any of the SKF® Trademarks, or the reputation or goodwill of Plaintiff, or in any  
8 manner to compete unfairly with Plaintiff;

9 e. using on, or in connection with, the manufacture, marketing,  
10 distribution, offering for sale and/or sale of any bearing, or on any related equipment or  
11 materials, or on or in any packaging, cartons, labels, price tags, tags, display carts, wrappers,  
12 promotional materials or advertising material of any nature whatsoever, any infringing  
13 counterfeits, copies, or colorable imitations of the SKF® Trademarks; and

14 f. using on, or in connection with, the manufacture, marketing,  
15 distribution, offering for sale and/or sale of any bearings, or any related equipment or material  
16 related thereto, any packages, cartons, labels, price tags, tags, display carts, wrappers or any  
17 advertising matter whatsoever which bears any infringing counterfeits, copies or colorable  
18 imitations of the SKF® Trademarks or which otherwise falsely designates or represents or  
19 tends falsely to designate or represent that Defendants or their merchandise are somehow  
20 associated with, or approved by, Plaintiff, or that their bearings meet the standards of  
21 Plaintiff's SKF Bearings;

22 3. Defendants be ordered to file with this Court and serve upon Plaintiff within  
23 thirty (30) days after service on Defendants of the injunction order, a report in writing, under  
24 oath, setting forth in detail the manner and the form in which Defendants have complied with  
25 such injunction;  
26

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1           4. All books and records, in whatever medium, within Defendants' custody or  
2 control relating or pertaining to the infringing bearings, which are not to be altered, changed  
3 or modified in any way, be submitted to counsel for Plaintiff so that it may be determined  
4 where such bearings have come from or were sent to, and that an accounting may be had of  
5 Defendants' sales and profits relating to the Defendants' sale of counterfeit SKF Bearings,  
6 and that Defendants pay to Plaintiff the following:

7           a. all profits derived by Defendants and damages suffered by Plaintiff  
8 resulting from Defendants' sales or other exploitation of any other bearing or related product  
9 or material branded with any infringing counterfeits, copies or colorable imitations of the  
10 SKF® Trademarks, or as a direct or indirect result of its use of any infringing counterfeits,  
11 copies or colorable imitations of the SKF® Trademarks, or any of the other acts complained  
12 of hereinabove or, in the alternative, statutory damages pursuant to 15 U.S.C. § 1117(c);

13           b. treble damages sustained by Plaintiff as a direct or indirect result of any  
14 of the acts complained of herein; and

15           c. Plaintiff's attorneys' fees and costs pertaining to this action pursuant to  
16 15 U.S.C. § 1117 of the Lanham Act;

17           5. This Court order, pursuant to 15 U.S.C. § 1118, that all unauthorized and  
18 infringing labels, signs, prints, packages, wrappers, receptacles and advertisements in the  
19 possession of Defendants and their agents, servants and employees bearing any infringing  
20 counterfeits, copies or colorable imitations of the SKF® Trademarks shall be delivered up and  
21 destroyed; and

22  
23  
24                               [Remainder of this page intentionally left blank.]  
25  
26

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1           6.       Awarding Plaintiff such other and further relief at law or in equity, as this  
2 Court may deem just and proper.

3           DATED: November 5, 2009

4                                   LANE POWELL PC

5  
6                                   By /s/ Kenneth R. Davis II  
7                                   Kenneth R. Davis II, WSBA No. 21928

8                                   Attorneys for Plaintiff SKF USA INC.

9                                   PEPPER HAMILTON LLP  
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18                                  Of Counsel for Plaintiff SKF USA INC.

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